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9 ROLARO CORPORATION
10

11 **UNITED STATES DISTRICT COURT**
12 **SOUTHERN DISTRICT OF CALIFORNIA**
13

14 CHRIS LANGER,
15 Plaintiff,
16

17 v.

18 BYRDIE A. ANDERSEN, an
19 individual and representative
20 capacity as trustee; WALTER A.
21 ANDERSEN, in individual and
22 representative capacity as trustee;
23 ROLARO CORPORATION, a
24 California Corporation; and DOES
25 1-10,
26

27 Defendants.
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Case No. 15-cv-642-L-NLS

**RESPONSE OF DEFENDANTS
WALTER ANDERSEN, TRUSTEE
WALTER A ANDERSEN TRUST AND
ROLARO CORPORATION TO
PLAINTIFF'S OBJECTION TO
REPORT AND RECOMMENDATION**

I.

ARGUMENT

Plaintiff's objection rests on the misplaced proposition that because the confidentiality term was raised in the same email as the parties' agreement, that it should be considered as being part of the negotiations, regardless if it was first raised after an agreement was reached. This suggestion ignores the facts as well as the legal authority supporting the Magistrate's findings. The Magistrate correctly concluded that "At no time during the course of those negotiations did Plaintiff mention confidentiality, which indicates that the confidentiality provision was not

1 material.” Recommendations (ECF Entry 22), p. 8, lines 6-8. The record before
2 this Court confirms that confidentiality was first raised as an “additional term” in
3 conjunction with “mutual releases, and a provision for electronic signatures.”
4 (Dkt. No. 19-2 at 5). No reference is made in this email communication that the
5 confidentiality provision was considered material. It was only after the defense
6 objected to confidentiality that plaintiff first mentioned that it was a material term,
7 **on the following day.** (Dkt. No. 23-2 at 1).

8 Plaintiff silence regarding a confidentiality provision during settlement
9 negotiations coupled with the subsequent filing of a notice of settlement with the
10 court supports the Magistrate’s findings that a settlement was reached on April 28,
11 2015.

12 II.

13 CONCLUSION

14 Defendants now respectfully request that this Court confirm the Magistrate’s
15 findings in its Report and Recommendation and grant Defendant’s Motion to
16 Enforce the Settlement accordingly.

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18 Respectfully submitted,

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20 **LAW OFFICES OF SUSANA M. MAHADY**

21 Dated: February 10, 2016

22 By: s/ Susana M. Mahady
23 Susana M. Mahady, Esq.
24 Attorney for Defendants
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26 as trustee, ROLARO CORPORATION
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